

**SUBGRANT CONTRACT
BETWEEN
LEON COUNTY, FLORIDA
AND
DISASTERS STRATEGIES AND IDEAS (DSI) GROUP, LLC**

THIS CONTRACT is made by and between Leon County, Florida, a Charter County and political subdivision of the State of Florida, (hereinafter referred to as the "County") and the Disasters Strategies and Ideas Group, LLC (hereinafter referred to as the DSI).

WHEREAS, the DSI represents that it is fully qualified and eligible to receive federal grant funds in order to conduct training for Leon County; and

WHEREAS, the County will receive certain grant funds from the State of Florida, Department of Community Affairs, and will disburse certain funds to the DSI upon the terms and conditions hereinafter set forth and upon the terms and conditions as set forth in the attached DSI Federally Funded Subgrant Agreement executed between the County and the State of Florida, Department of Community Affairs, Contract No.: 05DS-04-02-47-01- CFDA Number:97.004 (hereinafter referred to as the DCA/County Agreement); and

WHEREAS, the County has the authority pursuant to Florida law to sub contract and disburse the funds under this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other as follows:

SECTION ONE: TERM

- 1.1 The term of this Contract shall commence as of the last date of execution by the parties hereto, and end on September 30, 2005, unless earlier terminated as provided for elsewhere in this Agreement.

SECTION TWO: NOTICE

- 2.1 The County and the DSI agree that the following individual shall be the Contract Manager and all notices, communications, written or oral, relating to the requirements or obligations of this Contract shall be delivered personally or by registered or certified mail, addressed as follows:

Richard R. Smith, Director
Division of Emergency Management
Leon County Sheriff's Office
535 Appleyard Drive
Tallahassee, Florida 32304
Telephone No.: (850) 488-5921
Fax No.: (850) 487-3770
E-Mail Address: Richard@mail.co.leon.fl.us

- 2.2 The County and the DSI agree that the Project Officer for this Contract shall be:

Robby Powers, Emergency Management Coordinator
Division of Emergency Management
Leon County Sheriff's Office
535 Appleyard Drive
Tallahassee, Florida 32304
Telephone No.: (850) 488-5921
Fax No.: (850) 487-3770
E-Mail Address: robby@mail.co.leon.fl.us

- 2.3 The County and the DSI agree that the following individual shall be the DSI's Representative regarding this Sub-Contract and all notices shall be delivered personally or by registered or certified mail, return receipt requested, addressed as follows:

Ms. Tracy Buzbee, President
Disasters Strategies Ideas Group, (LLC)
P.O. Box 10294
Tallahassee, Florida 32302
E-Mail Address: TSBuzbee@aol.com

- 2.4 The Contract Manager shall be designated as the administrator for this Contract for the purpose of acting as the County's representative with respect to questions regarding this Contract. The Contract Manager shall have the authority to transmit instructions, receive information and communicate the County's policies to the DSI. He shall also examine all reports and other documents presented by the DSI and render in writing any decision pertaining thereto within a reasonable time so as not to delay the DSI. All services shall be performed by the DSI to the satisfaction of the Contract Manager.

SECTION THREE: PARTIES TO THIS CONTRACT

- 3.1 All references to the County for purposes of this Contract shall mean Leon County, Florida and/or its designee.
- 3.2 All references to the DSI for purposes of this Contract shall mean the DSI, its staff and persons identified in the DSI proposal attached.

SECTION FOUR: SCOPE OF SERVICES - COUNTY

- 4.1 The County agrees to disburse to the DSI funds in an amount not to exceed the following by category in accordance with the terms and conditions as contained in this contract and the DSI proposal attached.

All Discipline Training \$29,757.65
Total contract in the amount of: \$29,757.65

- 4.2 The COUNTY agrees that the portion of the payment not to exceed the amount by category as

identified in 4.1, which has been received by the COUNTY from the State of Florida, Department of Community Affairs, to be disbursed to the DSI, shall be made within thirty (30) days of receipt, upon approval by the Contract Manager that the training met the Department of Community Affairs criteria.

SECTION FIVE: SCOPE OF SERVICES - DSI

- 5.1 The DSI agrees to perform in accordance with reasonable professional standards and carry out in a satisfactory and proper manner as determined by the COUNTY the services and obligations in accordance with the plan set forth in the DCA/County Agreement and to abide by all applicable terms, conditions and requirements as contained in said Agreement, attached hereto and expressly made a part of this Contract.
- 5.2 The DSI agrees to complete and submit to the COUNTY all required documents as required by and outlined in the DCA/County Agreement. Such documents shall be provided to the Contract Manager.
- 5.3 The DSI agrees that the Contract Manager shall be a member of any committees created or tasked to develop local plans, exercises and training.
- 5.4 The DSI agrees to submit to the COUNTY a quarterly report of activities and as described in reporting requirements for training, within five (5) working days of the established ending dates for each reporting period (January 31, 2005, April 30, 2005, July 30, 2005, September 30, 2005 and a close out report November 20, 2005), which shall allow the COUNTY to compile and submit its reports to the State of Florida, Department of Community Affairs.
- 5.5 The DSI agrees that it and any subcontractors used by the DSI is bound by all applicable state and federal laws and regulations.
- 5.6 Should the DSI subcontract any or all of the work required under this Contract, the DSI agrees to provide the Contract Manager with a copy of the executed subcontract within twenty-five (25) days after execution of the subcontract.
- 5.7 The DSI agrees that nothing in this Contract is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship or any other relationship for purposes of employment law, nor shall DSI's status, actions or omissions be construed as creating any such special relationships with the COUNTY.
- 5.9 **All Discipline Training Category:** DSI agrees to conduct a total of five (5) training sessions. Two (2) COOP's over view training and implementation of at least 6 to 7 hours in length each, one (1) COOP training for Leon County and one (1) for the City of Tallahassee. (1) Comprehensive Emergency Management Plan (CEMP) overview of responsibilities and implementation of at least 6 to 7 hours in length each. DSI will also coordinate two (2) ODP approved courses. DSI will provide refreshments and snacks for morning and afternoon of all training sessions and two (2) lunches for the COOP overview. DSI will ensure the training meet the requirements outlined in attachment #1 on page 26 (8. All Discipline Training 1 a., b. 6. 11, 3.III.). Training programs will be on: 1. Continuity of Operations Plans for both Leon County and the City of Tallahassee, 2.ODP course PER 202 (this is a 24 hour course) and 3.ODP course MGT 312 (this is a 6 hour course). The Contract Manager may change the courses, based on

training materials available, and is approved by ODP and DCA, as long as it is no more than the time identified above. The ODP courses can be taught first, and then the COOP and CEMP training should be coordinated with ICF Incorporated, to coincide with the completion of the COOP plans, and the update to the CEMP.

- 5.10 All meeting facilities shall be for up to 100 participants per training class; pre registration for the class will be required for accurate counts. Meeting facilities will be discussed and approved by the Contract Manager. DSI will coordinate the pre-registration, and notify and provide the Contract Manager copies of the registration list and sign-in list for each training session. Contract Manager will provide support for the notification of the training and registration via e-mails.

SECTION SIX: TERMINATION

- 6.1 Either party may terminate this Contract without cause by giving the other party no less than thirty (30) days prior written notice of such termination. No penalties shall accrue for such early termination.
- 6.2 In the event the DSI materially defaults in the performance of any of its obligations hereunder and does not cure such default with fifteen (15) days following written notice thereof from the COUNTY, the COUNTY shall have the right to thereafter immediately terminate this Contract. Such cure period shall not apply to any default that creates an imminent threat to public health or safety, as determined by the COUNTY.

SECTION SEVEN: INDEMNIFICATION AND HOLD HARMLESS

- 7.1 The COUNTY and the DSI each agree to indemnify and hold the other harmless from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Contract by the breaching party, its officials, officers, or employees, or due to any act or occurrence of omission or commission of such breaching party, its officials, officers, or employees, including but not limited to costs and a reasonable attorney's fee. The non-breaching party may at its sole option, defend itself or allow the breaching party to provide the defense. Neither the COUNTY nor the DSI shall be deemed to assume any liability for the acts, omissions to act or negligence of the other parties, their officials, officers, or employees. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of state law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, and no obligation imposed hereby shall be deemed to alter said waiver or to extend the liability of either party beyond such limits.
- 7.2 Notwithstanding other provisions of this Section (Seven), the COUNTY has no obligation to provide legal counsel or a legal defense to DSI in the event that a suit, claim or action of any character or nature is brought by any person not a party to this Agreement against DSI as a result of or relating to City's duties, obligations and performance pursuant to this Agreement. The COUNTY has no obligation for the payment of any judgment or the settlement of any claims made against DSI as a result of or relating to DSI's obligations, duties and performance pursuant to this Agreement.
- 7.3 The DSI agrees to hold the State of Florida, Department of Community Affairs, and the County harmless against all claims whatever nature arising out its performance of work under this

Contract, to the extent allowed and required by law. In no event shall DSI's liability in connection with this agreement exceed the amounts paid to DSI hereunder.

- 7.4 Should the DSI subcontract any or all of the work required under this Contract, the DSI agrees to include in the Subcontract that the subcontractor shall hold the COUNTY harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Contract, to the extent allowed and required by law.

SECTION EIGHT: MISCELLANEOUS

- 8.1 The DSI shall not assign this Contract to any other individual or entity without the express written consent of the COUNTY.
- 8.2 In the event either party incurs legal expenses or costs to enforce the terms of this Contract, the prevailing party in any legal proceeding hereunder shall be entitled to recover the costs such action so incurred, including, without limitation, reasonable attorney's fees.
- 8.3 A waiver by either party of a breach or violation of any provision of this Contract shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 8.4 In the event any provision of this Contract is held to be unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the unenforceability thereof, shall not affect the remainder of the Contract, which shall remain in full force and effect and enforceable in accordance with its terms.
- 8.5 The performance by each party of any of its obligations under this Contract shall be subject to and contingent upon the availability of funds budgeted by the State of Florida, Department of Community Affairs or otherwise lawfully expendable for the purposes of this Contract for the current and future periods.
- 8.6 This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the court of proper jurisdiction in and for Leon County, Florida.
- 8.7 This Contract and the terms and conditions contained in the DCA/County Agreement constitute the entire agreement between the COUNTY and the DSI, and is intended as a complete and exclusive statement of the promises and agreements that have been made in connection with the subject hereof. No modifications or amendments to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
- 8.8 Independent Contractor Status: The parties acknowledge that DSI is an independent contractor and that all decisions not approved by the COUNTY or Contract Manager will be the sole responsibility of DSI. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which DSI, its employees, agents, assignees or its subcontractors perform hereunder.

SECTION NINE: **DOCUMENT(S) COMPRISING CONTRACT**

- 9.1 This Contract shall include the DCA/County Agreement which is incorporated herein by reference and its terms and conditions are expressly made a part of this Contract:
- 9.2 The DCA/County Agreement includes the following attachments:

Exhibit 1 – Federal Funded Subgrant Agreement
Attachment A - Milestones and Payments to DSI Incorporated

All referenced documents shall be attached and included with this Contract and shall be made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

LEON COUNTY, FLORIDA

By: _____
Cliff Thael, Chairman
Board of County Commissioners

Date: _____

DISASTERS STRATEGIES AND IDEAS (DSI) GROUP, LLC:

By: _____
Tracy Buzbee, President
Disaster Strategies and Ideas Group, LLC

Date: _____

FEID: 59-6000708

Attest:
Bob Inzer
Clerk of the Court
Leon County, Florida

By: _____

Approved as to form:
Leon County Attorney's Office

By: _____
Herbert W.A. Thiele, Esq.
County Attorney